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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CONSTANTIN CIONCA,

Plaintiff,

-against-

INTERACTIVE REALTY, LLC, et al.,

Defendants.

15-CV-05123 (BCM)

ORDER

BARBARA MOSES, United States Magistrate Judge.

On April 7, 2016, following a mediation conducted under the supervision of the undersigned magistrate judge, the parties to this action reached a settlement and placed the material terms on the record. Thereafter, they consented to this Court's jurisdiction pursuant to 28 U.S.C. § 636(c) (Dkt. No. 52), and on May 18, 2016, they submitted their formal written Settlement Agreement and General Release (Settlement Agreement) for approval. (Dkt. No. 54-1.)

On June 10, 2016, having reviewed the Settlement Agreement, as well as the parties' joint letter discussing the factors enumerated in *Wolinsky v. Scholastic Inc.*, 900 F. Supp. 2d 332, 335-36 (S.D.N.Y. 2012), the Court found that the terms of the Settlement Agreement were fair and reasonable with the exception of its overbroad non-disparagement clause, which did not contain a carve-out for truthful statements about this litigation. (Dkt. No. 56.)

On August 3, 2016, the parties submitted a joint letter and a revised Settlement Agreement and General Release (Revised Settlement Agreement) (Dkt. No. 66-2), which includes a non-disparagement provision that does not prevent plaintiffs from making truthful statements about this litigation and its settlement.

The Court finds that the Revised Settlement Agreement is fair and reasonable and approves the settlement, as required by *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2014). It is hereby **ORDERED** that this action is **DISMISSED** with prejudice and without costs. The Clerk of the Court is directed to close the case.

Dated: New York, New York
August 5, 2016

SO ORDERED.

BARBARA MOSES
United States Magistrate Judge